

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CA 22-224 SRN/DJF

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 371

18 U.S.C. § 1343

v.

18 U.S.C. § 1956

18 U.S.C. § 1957

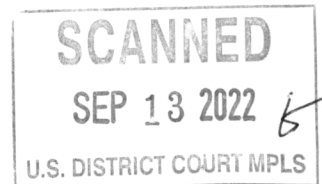
1. QAMAR AHMED HASSAN,
2. SAHRA MOHAMED NUR,
3. ABDIWAHAB AHMED MOHAMUD,
4. FILSAN MUMIN HASSAN,
5. GUHAAD HASHI SAID,
6. ABDULLAHE NUR JESOW,
7. ABDUL ABUBAKAR ALI,
8. YUSUF BASHIR ALI,

Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the indictment:

INTRODUCTION



1. The defendants devised and carried out a \$17.4 million fraudulent scheme involving the Federal Child Nutrition Program designed to provide free meals to children. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals and providing food to children. The defendants exploited changes in the program intended to ensure underserved children received adequate nutrition during the Covid-19 pandemic. Rather than feed children, the defendants took advantage of the Covid-19 pandemic—and the resulting program changes—to enrich themselves

by fraudulently misappropriating millions of dollars in Federal Child Nutrition Program funds.

A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (“USDA”) that administers various Federal Child Nutrition Programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program (“SFSP”) is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The SFSP reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program (“CACFP”) is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating childcare centers and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (“MDE”) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program are served by “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by an organization that is authorized to participate in the Federal Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA provides federal reimbursement funds on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursements to the sites under its sponsorship. The sponsoring agency retains 10 to 15 percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has provided meals to children involved in educational-based programs or activities. During the Covid-19 pandemic, the USDA waived some of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. It also allowed for off-site food distribution to children outside of educational programs. At the same time, the state government’s stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a non-profit organization purportedly in business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of Feeding Our Future.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. The company went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Bock oversaw the massive scheme to defraud carried out by sites under the sponsorship of Feeding Our Future. Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites, knowing that the sites were submitting fraudulent claims.

14. Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled due to its sponsorship and facilitation of sites' fraudulent participating in the program. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds in administrative fees in 2021.

15. In addition to receiving tens of millions in administrative fees, Feeding Our Future employees also solicited and received bribes and kickbacks from

individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a pay-to-play scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were simply paid in cash. Others were disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and make them look legitimate.

C. The Defendants and their Roles

16. QAMAR AHMED HASSAN was the owner and operator of S & S Catering Inc. S&S Catering was a for-profit restaurant and catering business that participated as a distribution site, and subsequently as a vendor for other sites, serving food under the Federal Child Nutrition Program and related federal programs. QAMAR HASSAN incorporated S & S Catering Inc. on or about November 1, 2018.

17. Prior to 2020, S & S Catering participated in the federal food program as a vendor and its participation was relatively small. In or around August 2020, S & S Catering applied to participate in the federal food program as a site on Lake Street in Minneapolis, Minnesota. After opening up as a distribution site, the number of meals S & S Catering purported to serve, both as a site and as a vendor, dramatically increased.

18. S & S Catering also acted as a vendor providing meals to sites that received reimbursements from the federal food program. Beginning in 2021, S & S

Catering transitioned to act primarily as a vendor providing meals and food to different sites.

19. SAHRA MOHAMED NUR, ABDULLAHE NUR JESOW, and ABDIWAHAB AHMED MOHAMUD operated a Federal Child Nutrition Program site called Academy For Youth Excellence. Academy For Youth Excellence claimed to serve meals out of Benadir Hall, an event space located on the second floor of the S & S Catering building. Academy For Youth Excellence received a certificate of incorporation on or about November 1, 2020. SAHRA NUR was listed as the registered agent and incorporator. The registered office was the address for Benadir Hall. The company's Bylaws listed SAHRA NUR as the president and ABDULLAHE JESOW as the secretary. On or about February 26, 2021, ABDIWAHAB MOHAMUD was appointed as a Director and Board Chair.

20. GUHAAD HASHI SAID operated a federal child nutrition program site in Minneapolis called Advance Youth Athletic Development. Advance Youth Athletic Development was incorporated on February 26, 2021. GUHAAD SAID listed Advance Youth Athletic Development's registered office at a residential apartment unit in the Central Avenue Lofts, an apartment building in Northeast Minneapolis. Feeding Our Future submitted a Site ID request application for Advance Youth Athletic Development on or about March 8, 2021.

21. FILSAN MUMIN HASSAN operated Federal Child Nutrition Program sites called Youth For Higher Educational Achievement. FILSAN HASSAN established Youth For Higher Educational Achievement on or about December 28,

2020. FILSAN HASSAN listed the registered office as a residential address in St. Cloud, Minnesota. The Youth For Higher Educational Achievement site locations were at residential apartment and townhome complexes, one in Brooklyn Park, Minnesota, and one in New Hope, Minnesota. MDE approved both sites for Youth For Higher Educational Achievement on or about March 17, 2021.

22. ABDUL ABUBAKAR ALI and YUSUF BASHIR ALI, along with Bekam Merdassa, operated a Federal Child Nutrition Program site called Youth Inventors Lab. Bekam Merdassa established Youth Inventors Lab in March 2017 as a non-profit entity. From March 2017 to in or about December 2020, Youth Inventors Lab had essentially no business activity. In or about December 2020, ABDUL ALI and YUSUF ALI used Youth For Inventors Lab, along with Bekam Merdassa, for use in carrying out the fraud scheme. On or about January 13, 2021, Feeding Our Future submitted a Site ID application for Youth Inventors Lab. The application listed the location of the site at 2434 University Avenue West in St. Paul, Minnesota.

Count 1

(Conspiracy to Commit Wire Fraud)

23. From in or about August 2020 through in or about 2022, the defendants,

QAMAR AHMED HASSAN,
SAHRA MOHAMED NUR,
ABDIWAHAB AHMED MOHAMUD,
FILSAN MUMIN HASSAN,
GUHAAD HASHI SAID,
ABDULLAHE NUR JESOW,
ABDUL ABUBAKAR ALI, and
YUSUF BASHIR ALI,

conspired with each other, and others known and unknown to the grand jury, to devise a scheme and artifice to defraud and to obtain money by materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing such scheme and artifice, transmitted or caused to be transmitted writings, signs, signals, pictures, or sounds by means of wire, radio or television communication in interstate or foreign commerce, in violation of Title 18, United States Code, Sections 371 and 1343.

Object and Purpose of the Conspiracy

24. The object and purpose of the conspiracy was to carry out a fraudulent scheme to obtain millions of dollars in Federal Child Nutrition Program funds by submitting fraudulent claims for serving meals to thousands of children a day.

Manner and Means of the Conspiracy

25. The conspirators used the following manner and means, among others, to accomplish the object and purpose of the conspiracy:

a. In or around August 2020, QAMAR HASSAN enrolled S & S Catering as a distribution site in the Federal Child Nutrition Program. The S & S Catering site, located on Lake Street in Minneapolis, Minnesota, was responsible for serving meals and providing food to children.

b. Between September 2020 and April 2021, QAMAR HASSAN and S & S Catering claimed to have served over 1.2 million meals. However, S & S Catering only served a fraction of those meals. In all, S & S Catering received more than \$6.8 million in payments from sponsors for purportedly serving meals.

c. QAMAR HASSAN and S & S Catering also acted as a vendor, purporting to provide meals and food to other distribution sites that received reimbursements from the federal food program.

d. The sites were affiliated with non-profit or limited liability companies, which were created to carry out the scheme. Immediately after creating these entities, the sites submitted applications to participate in the Federal Child Nutrition Program under the sponsorship of Feeding Our Future. Many sites purported to start serving meals to thousands of children a day just days or weeks after they were formed.

e. The sites then contracted with S & S Catering to provide meals and food to be served to children by site staff. In reality, and similarly to S & S Catering's distribution site, these sites were fraudulent and their claims to be serving meals to thousands of children a day, seven days a week, were grossly inflated.

f. In or around August 2020, QAMAR HASSAN began submitting S & S Catering invoices directly to other distribution sites participating in the federal food program for purportedly providing vending services.

g. The sites then paid the S & S Catering invoices with federal food program funds they received directly from Feeding Our Future. QAMAR HASSAN transferred much of the money S & S Catering received to her personal bank account. She also transferred much of this money to co-conspirators, through shell companies created and used to receive and launder the proceeds of the fraud scheme.

h. In support of these fraudulent claims, the sites created and submitted fake documentation to cover up the fraud. Sites submitted meal counts (or “count sheets”) that were nearly identical to one another. These meal counts falsely claimed the sites were serving meals to thousands of children each day.

i. The sites also submitted fake attendance rosters. The rosters purported to list the name and age of each child that received a meal each day. But the rosters were fabricated and did not actually track the service of meals to children. Instead, the conspirators created the lists to bolster their false claims, including by creating fake names for the children they were purporting to serve.

j. The sites also submitted fake invoices to purportedly document their purchase of food (both the quantity of food and that the meals they served complied with the program’s strict nutritional requirements). Some sites claimed to purchase food directly from wholesalers or distributors, which they claimed to prepare and serve at the site. Other sites entered into vendor agreements with S & S Catering and claimed they received premade meals and food from S & S Catering. Although some sites did purchase and serve some small amount of food, they obtained fraudulent invoices for inflated quantities of food purchased (from wholesalers or distributors) or meals served (from vendors) to make it appear as though they were serving meals to thousands of children each day.

k. Between August 2020 and December 2021, QAMAR HASSAN claimed that S & S Catering provided more than 8 million meals as a vendor to sites participating in the federal food program. The number of meals that S & S purported

to provide sites as a vendor was significantly inflated. S & S Catering only provided a fraction of the meals and food for which it invoiced sites. S & S Catering received approximately \$12 million in payments from companies that acted as sites for the federal food program.

l. SAHRA NUR, ABDULLAHE JESOW, and ABDIWAHAB MOHAMUD operated a Federal Child Nutrition Program site called Academy For Youth Excellence. Academy for Youth Excellence claimed to serve meals out of Benadir Hall, an event space located on the second floor of the S & S Catering building.

m. Beginning in late December 2020, the Academy For Youth Excellence site claimed to have served approximately 2,500 meals a day to children, seven days a week. By April 2021, Academy For Youth Excellence claimed to have served 5,000 meals a day to children, seven days a week.

n. In total, during the period between December 2020 to September 2021, Academy For Youth Excellence claimed to have served more than 1.7 million meals. In reality, Academy For Youth Excellence only provided a fraction of those meals. In support of their false claims, the co-conspirators prepared and submitted fraudulent meal counts, attendance rosters, and invoices. Based on these claims, the co-conspirators received \$4,286,088 in Federal Child Nutrition Program funds.

o. GUHAAD SAID ran a federal child nutrition program site in Minneapolis under the name Advance Youth Athletic Development. The site was located at a residential apartment building in Northeast Minneapolis.

p. Beginning in March 2021, the Advance Youth Athletic Development site submitted meal count sheets claiming to have served 5,000 meals a day to children, seven days a week.

q. During the three-month period from March to May 2021, Advance Youth Athletic Development claimed to have served more than 900,000 meals at the Advance Youth Athletic Development site. In reality, Advance Youth Athletic Development only provided a fraction of those meals. In support of their false claims, defendant GUHAAD SAID prepared and submitted fraudulent meal counts, attendance rosters, and invoices. Based on these claims, defendant GUHAAD SAID and his co-conspirators received \$2,906,740 in Federal Child Nutrition Program funds.

r. FILSAN HASSAN ran a Federal Child Nutrition Program site called Youth For Higher Educational Achievement. The site locations were at residential apartment and townhome complexes, one in Brooklyn Park, Minnesota and one in New Hope, Minnesota. MDE approved both sites for Youth For Higher Educational Achievement on or about March 17, 2021.

s. Beginning in the last week of January 2021, FILSAN HASSAN claimed that Youth For Higher Educational Achievement served between 2,500 and 4,300 meals a day to children, seven days a week. For example, in or around January 31, 2021, FILSAN HASSAN submitted meal count sheets claiming that Youth For Higher Educational Achievement served 2,535 meals a day. In or around April 2021, FILSAN HASSAN submitted meal count sheets for Youth For Higher Educational

Achievement claiming to have served 4,388 snacks and 4,388 dinners seven days a week.

t. FILSAN HASSAN and the co-conspirators prepared and submitted fraudulent attendance rosters. On or about March 30, 2021, FILSAN HASSAN received an email attaching two Excel spreadsheets. The first spreadsheet was titled “116 first, last names and DOB” and contained a list of 116 names. The first 100 names included in the spreadsheet contained an imbedded hyperlink that linked to “www.listofrandomnames.com.” The second spreadsheet was titled “500 names.” Each of the 500 names on the list was alliterative, in other words, each first and last name started with the same letter. On or about May 2, 2021, ABDIWAHAB MOHAMUD sent himself an email with the subject line “Filsan 4388.” Attached to that email was a spreadsheet titled “Youth For Higher Educational Achievements Meal Count Sheet,” which contained 4388 names. Youth For Higher Education Achievement used the list to purportedly track the meals it provided to children with a checkmark next to each name—including next to the fake names.

u. In total, Youth For Higher Educational Achievement submitted claims for serving more than 1 million meals between April and December 2021. In support of these claims, FILSAN HASSAN and the co-conspirators prepared and submitted fraudulent meal counts, attendance rosters, and invoices. Youth For Higher Educational Achievement received \$2,578,179 in reimbursement payments from Feeding Our Future between April and December 2021. Between April 2021 and

January 2022, FILSAN HASSAN paid S & S Catering \$1,678,000 from the Youth For Higher Educational Achievement bank account.

v. ABDUL ALI and YUSUF ALI, along with Bekam Merdassa, operated a Federal Child Nutrition Program site called Youth Inventors Lab from a location at 2434 University Avenue West in St. Paul, Minnesota. The site purported to serve thousands of meals to children a day, seven days a week.

w. On or about February 3, 2021, ABDUL ALI submitted an invoice and meal count sheets to Feeding Our Future for meals purportedly served by Youth Inventors Lab in January 2021. Youth Inventors Lab claimed to have served 300 breakfasts and 300 lunches per day, which it claimed it received as prepared hot meals from S & S Catering. By the end of January 2021, Youth Inventors Lab submitted meal count sheets signed by ABDUL ALI claiming to have served 3,290 suppers and snacks seven days a week. By March 2021, Youth Inventors Lab submitted meal count sheets signed by ABDUL ALI claiming to have served 4,950 suppers and snacks seven days a week.

x. During the seven-month period between December 2020 through June 2021, ABDUL ALI, YUSUF ALI, and Bekam Merdassa claimed to have served approximately 1.5 million meals at the Youth Inventors Lab site. In reality, Youth Inventors Lab served only a small fraction of these meals. In support of these claims, ABDUL ALI, YUSUF ALI, and Bekam Merdassa prepared and submitted fraudulent meal counts and invoices. Based on these claims, ABDUL ALI, YUSUF ALI, and the

co-conspirators received \$3,029,786 million in Federal Child Nutrition Program funds.

Acts in Furtherance of the Conspiracy

26. In furtherance of the conspiracy and to effect its unlawful objects, the defendants committed and caused to be committed the following overt acts, among others, in the State and District of Minnesota, and elsewhere:

S & S Catering

27. On or about September 2, 2020, QAMAR HASSAN submitted an application for S & S Catering to participate in the federal food program.

28. On or about November 1, 2020, QAMAR HASSAN sent an email to Feeding Our Future containing meal counts claiming that S & S Catering served meals to 2,500 children, twice a day, from September 27 through October 31, 2020.

29. On or about February 1, 2021, QAMAR HASSAN sent an email to Feeding Our Future containing meal counts claiming that S & S Catering served meals to 2,500 children, twice a day, from January 17 to January 31, 2021.

30. On or about March 31, 2021, QAMAR HASSAN created an invoice from S & S Catering to Youth For Higher Educational Achievement for a total amount of \$589,000 for providing 155,000 suppers and 155,000 snacks to be served at the Youth For Higher Educational Achievement site during the month of March 2021.

31. On or about May 8, 2021, QAMAR HASSAN sent an email to Feeding Our Future submitting invoices and meal counts for Youth For Higher Educational Achievement for meals and food received from S & S Catering.

Academy for Youth Excellence

32. Defendant SAHRA NUR incorporated Academy For Youth Excellence Corp. on or about November 1, 2020.

33. On or about December 28, 2020, SAHRA NUR opened a bank account for Academy For Youth Excellence at Trustone Financial.

34. Two days later, on or about December 30, 2020, SAHRA NUR opened a second bank account at Woodlands National Bank for Academy For Youth Excellence.

35. On or about December 30, 2020, Aimee Bock and SAHRA NUR submitted a site application for Academy For Youth Excellence.

36. ABDULLAHE JESOW incorporated Benadir Hall Inc. on December 9, 2020. Benadir Hall, a banquet hall located above the S & S Catering location, was listed in the site application for Academy For Youth excellence that Aimee Bock submitted to MDE on or about December 30, 2020.

37. On or about January 6, 2021, SAHRA NUR sent an email to Feeding Our Future attaching meal counts claiming that Academy For Youth Excellence served nearly 2,500 meals to children, twice a day, seven days a week, from December 20 to December 31, 2020.

38. On or about May 2, 2021, ABDIWAHAB MOHAMUD sent an email to himself attaching an invoice from S & S Catering billing Academy For Youth Excellence for providing 5000 meals, twice a day, for March 2021. The total amount of the invoice was \$589,000 for providing 310,000 meals for March 2021.

39. On or about June 21, 2021, SAHRA NUR transferred \$589,000 from an Academy For Youth Excellence bank account to S & S Catering.

40. In or about May 2021, ABDIWAHAB MOHAMUD signed meal counts for Academy For Youth Excellence claiming that Academy For Youth Excellence provided 5,000 meals, twice a day, at the Benadir Hall location, that were provided by S & S Catering. S & S Catering sent an invoice to Academy For Youth Excellence for \$570,000 for meals provided in April 2021.

41. On or about July 6, 2021, SAHRA NUR transferred \$570,000 from an Academy For Youth Excellence bank account to S & S Catering.

42. Between in or about January 2021 through in or about November 2021, SAHRA NUR transferred more than \$3,697,000 from bank accounts for Academy For Youth Excellence to S & S Catering.

Advance Youth Athletic Development

43. GUHAAD SAID incorporated Advance Youth Athletic Development on or about February 26, 2021.

44. In or about April 2021, GUHAAD SAID created and signed meal count sheets for Advance Youth Athletic Development. The meal count sheets claimed that Advance Youth Athletic Development was serving 5,000 meals, twice a day, from March 28 to April 30, 2021.

45. On or about May 2, 2021, ABDIWAHAB MOHAMUD sent an email to himself attaching an invoice from S & S Catering to Advance Youth Athletic

Development in the total amount of \$589,000 for S & S providing 310,000 meals in March 2021.

46. In or about May 2021, QAMAR HASSAN sent Advance Youth Athletic Development an invoice for \$570,000 from S & S Catering for providing 300,000 meals in April 2021.

47. On or about August 3, 2021, GUHAAD SAID paid S & S Catering \$800,0000 from the Advance Youth Athletic Development.

48. GUHAAD SAID transferred more than \$2,130,000 of Federal Child Nutrition Program funds to S & S Catering.

Youth for Higher Education Achievement

49. FILSAN HASSAN incorporated Youth For Higher Educational Achievement on or about December 28, 2020.

50. In or about January 2021, FILSAN HASSAN created and signed meal count sheets indicating that Youth For Higher Educational Achievement served 2,535 meals a day to children beginning on or about January 31, 2021.

51. In or about April 2021, FILSAN HASSAN created and signed meal count sheets claiming that Youth For Higher Educational Achievement served 4,388 meals, twice a week, from March 28 to April 30, 2021.

52. In or about April 2021, QAMAR HASSAN sent Youth For Higher Educational Achievement an invoice for \$458,000 from S & S Catering for purportedly providing 241,056 meals for March 2021.

53. On or about May 2, 2021, ABDIWAHAB MOHAMUD sent himself an email with the subject line “Filsan 4388.” Attached to that email was a spreadsheet titled “Youth For Higher Educational Achievements Meal Count Sheet,” which contained 4388 names.

Youth Inventors Lab

54. ABDUL ALI approached Bekam Merdassa in or about December 2020 with the idea of using Merdassa’s non-profit company, Youth Inventors Lab, as a site to receive funds from the Federal Child Nutrition Program.

55. In or about January 2021, ABDUL ALI, YUSUF ALI, and Bekam Merdassa submitted an application for Youth Inventors Lab to participate in the food program.

56. As part of the application, YUSUF ALI and Bekam Merdassa filled out a lease for the location of the site where Youth Inventors Lab intended to operate and serve meals. YUSUF ALI signed the lease as the landlord, providing space for Youth Inventors Lab at 2434 University Avenue West in St. Paul, Minnesota.

57. On or about February 3, 2021, ABDUL ALI submitted an invoice to Feeding Our Future for meals purportedly served by Youth Inventors Lab in January 2021. The meal count sheets claimed that Youth Inventors Lab served 300 breakfasts and 300 lunches per day and received prepared hot meals from S & S Catering.

58. In or about the end of January 2021, ABDUL ALI signed and submitted Youth Inventors Lab meal count sheets claiming to have served 3,290 suppers and snacks seven days a week.

59. In or about March 2021, ABDUL ALI signed and submitted Youth Inventors Lab meal count sheets claiming to have served 4,950 suppers and snacks seven days a week.

All in violation of Title 18, United States Code, Section 371.

Counts 2-13
(Wire Fraud)

60. Paragraphs 1 through 59 are incorporated herein.

61. From at least in or about August 2020 through in or about 2022, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the grand jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

62. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, including the following:

Count	Defendants	Date (on or about)	Wire Details
2	QAMAR HASSAN	November 1, 2020	An email from QAMAR HASSAN to Feeding Our Future submitting meal counts for S & S Catering from October 2020 that passed through

			servers located outside the State of Minnesota
3	QAMAR HASSAN	December 2, 2020	An email from QAMAR HASSAN to Feeding Our Future submitting meal counts for S & S Catering from November 2020 that passed through servers located outside the State of Minnesota
4	SAHRA NUR	December 2, 2020	An email from SAHRA NUR to Aimee Bock attaching Academy For Youth Excellence corporate documents that passed through servers located outside the State of Minnesota
5	SAHRA NUR	January 6, 2021	An email from SAHRA NUR to Aimee Bock attaching meal counts for Academy For Youth Excellence from December 2020 that passed through servers located outside the State of Minnesota
6	QAMAR HASSAN	February 1, 2021	An email from QAMAR HASSAN to Abdikerm Eidleh containing fraudulent meal counts for S & S Catering from January 2021 that passed through servers located outside the State of Minnesota
7	QAMAR HASSAN	April 2, 2021	An email from QAMAR HASSAN to Abdikerm Eidleh containing fraudulent meal counts for S & S Catering from February and March 2021 that passed through servers located outside the State of Minnesota
8	ABDUL ALI YUSUF ALI	April 7, 2021	An email from ABDUL ALI to Feeding Our Future with the subject line "March Claims – YIL" attaching roster, meal count, invoice, and menu for March 2021 that passed through servers located outside the State of Minnesota

9	SAHRA NUR ABDIWAHAB MOHAMUD	May 2, 2021	An email from SAHRA NUR to Feeding Our Future with the subject line "April Claim" attaching meal counts and invoices for April 2021 that passed through servers located outside the State of Minnesota
10	GUHAAD SAID	May 2, 2021	An email from the Advance Youth Athletic Development email account to Feeding Our Future with the subject line "April claim" attaching meal counts for April 2021 that passed through servers located outside the State of Minnesota
11	QAMAR HASSAN FILSAN HASSAN	May 8, 2021	An email from QAMAR HASSAN to Feeding Our Future attaching meal counts for Youth For Higher Educational Achievement for April 2021 that passed through servers located outside the State of Minnesota
12	ABDIWAHAB MOHAMUD ABDULLAHE JESOW	May 18, 2021	An email to ABDIWAHAB MOHAMUD attaching a roster containing fake names that passed through servers located outside the State of Minnesota
13	QAMAR HASSAN SAHRA NUR FILSAN HASSAN GUHAAD SAID	June 9, 2021	An email from QAMAR HASSAN to Feeding Our Future with the subject line "April and May invoices for 4 companies" that passed through servers located outside the State of Minnesota

All in violation of Title 18, United States Code, Section 1343.

Count 14

(Conspiracy to Commit Money Laundering)

63. Paragraphs 1 through 62 are incorporated herein.

64. From at least in or about August 2020 through in or about 2022, in the State and District of Minnesota, the defendants,

QAMAR AHMED HASSAN,
SAHRA MOHAMED NUR,
ABDIWAHAB AHMED MOHAMUD,
FILSAN MUMIN HASSAN,
GUHAAD HASHI SAID,
ABDULLAHE NUR JESOW,
ABDUL ABUBAKAR ALI, and
YUSUF BASHIR ALI,

conspired with others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, payments through checks and wire transfers, knowing that the property involved in such transactions represented the proceeds of some sort of unlawful activity and which, in fact, involved the proceeds of specific unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

65. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

66. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. The defendants created non-profits and limited liability companies for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

b. S & S Catering acted as a meal vendor, providing meals and food to Federal Child Nutrition Program sites. The limited liability companies purported to be sites serving meals and food to children. In reality, these companies were shells designed to disguise the source and ownership of the proceeds of the fraud scheme.

c. The sites received reimbursement payments directly from Feeding Our Future after purportedly serving thousands of meals per day to children. S & S Catering submitted invoices to each site as backup for the number of meals served. After receiving reimbursement from Feeding Our Future, the sites transferred funds to S & S Catering to pay the fabricated invoices.

d. The defendants also created shell companies to receive, misappropriate, and launder the proceeds of their fraud scheme.

e. The defendants transferred funds among their shell companies to conceal the source and nature of the funds. After laundering the proceeds of their scheme, the defendants used their shell companies to purchase real estate, cars, and other personal items.

f. S & S Catering acted as a meal vendor company that provided food and meals to be served at various sites around Minnesota. S & S Catering also purported to operate a site that distributed meals and food to children from its location in Minneapolis. In reality, QAMAR HASSAN and S & S Catering obtained

and laundered fraud proceeds obtained directly from sponsors or as vendor payments from sites that received funds from sponsors. In total, QAMAR HASSAN received more than \$18 million in Federal Child Nutrition Program funds into the S & S Catering bank accounts.

g. QAMAR HASSAN then transferred more than \$800,000 of Federal Child Nutrition Program funds to a personal bank account. QAMAR HASSAN used this money, among other things, to pay for personal spending.

h. SAHRA NUR incorporated Academy For Youth Excellence on or about November 18, 2020. SAHRA NUR opened bank accounts for Academy For Youth Excellence on December 28, 2020 and December 30, 2020.

i. Between February 2021 and November 2021, SAHRA NUR transferred more than \$3.6 million from Academy For Youth Excellence bank accounts to S & S Catering. These payments were purportedly for meals provided by S & S Catering as a vendor for Academy For Youth Excellence.

j. Between October 2020 and May 2021, SAHRA NUR received more than \$90,000 in payments from S & S Catering.

k. ABDULLAHE JESOW incorporated Benadir Hall Inc. on December 9, 2020. Academy for Youth Excellence purportedly served meals out of Benadir Hall, an event space located on the second floor of the S & S Catering building. Benadir Hall received more than \$365,000 in payments from S & S Catering. Between November 2020 and October 2021, ABDULLAHE JESOW personally received \$115,693 in payments from S & S Catering.

l. On or about December 16, 2020, SAHRA NUR registered Golis Properties LLC with the Minnesota Secretary of State. On or about December 17, 2020, the registered agent for Golis Properties was changed to ABDIWAHAB MOHAMUD. The registered office for Golis Properties was a business location above S & S Catering. Golis Properties was jointly owned by QAMAR HASSAN, SAHRA NUR, and ABDIWAHAB MOHAMUD.

m. Between May 2021 and January 2022, Golis Properties received more than \$3.3 million in payments from S & S Catering.

n. QAMAR HASSAN, SAHRA NUR, and ABDIWAHAB MOHAMUD used this money to purchase commercial real estate in Minneapolis, Minnesota.

o. ABDIWAHAB MOHAMUD created a shell company to receive and launder his share of the fraud proceeds. On or about August 19, 2021, ABDIWAHAB MOHAMUD created Kilimanjaro Properties LLC. The registered office for Kilimanjaro Properties was the suite next door to Golis Properties, located above S & S Catering. ABDIWAHAB MOHAMUD used Kilimanjaro Properties to receive more than \$1 million in Federal Child Nutrition Program funds from S & S Catering in two separate transactions in September and October 2021. ABDIWAHAB MOHAMUD used these funds to purchase real estate.

p. GUHAAD SAID registered Advance Youth Athletic Development as a non-profit on or about February 26, 2021. On or about April 1, 2021, GUHAAD SAID opened a bank account for Advance Youth Athletic Development.

q. Between August 2021 and December 2021, GUHAAD SAID transferred more than \$2.1 million from Advance Youth Athletic Development bank accounts to S & S Catering. These payments were purportedly for providing meals and food for Advance Youth Athletic Development to serve to children.

r. GUHAAD SAID received more than \$165,000 in payments from S & S Catering, Advanced Youth Athletic Development, Academy For Youth Excellence, and Youth For Higher Educational Achievement between December 2020 and December 2021.

s. FILSAN HASSAN registered Youth For Higher Educational Achievement on or about December 28, 2020. FILSAN HASSAN opened a bank account for Youth For Higher Educational Achievement on or about March 31, 2021.

t. Between April 2021 and January 2022, FILSAN HASSAN transferred more than \$1.6 million from a Youth For Higher Educational Achievement bank account to S & S Catering. These payments were purportedly for providing meals and food for Youth For Higher Educational Achievement to serve to children.

u. FILSAN HASSAN received more than \$185,000 in payments from S & S Catering, Golis Properties, Academy For Youth Excellence, Youth For Higher Educational Achievement between October 2020 and February 2021.

v. In or about December 2020, ABDUL ALI and YUSUF ALI used Youth Inventors Lab, along with Bekam Merdassa, for use in carrying out the fraud scheme. Youth Inventors Lab purported to be a non-profit company involved in

providing free meals to children at a location in St. Paul, Minnesota. In reality, ABDUL ALI, YUSUF ALI and Bekam Merdassa used Youth Inventors Lab to obtain and launder fraud proceeds.

w. In 2021, Youth Inventors Lab paid invoices to Bilterms Solutions, a company owned and operated by ABDUL ALI, for \$20,000. Those invoices purported to be for “Technology Solution for Logistics” and “Data Management for Clients.” However, Bilterms Solutions did not provide any legitimate services to Youth Inventors Lab. These payments were made to disguise the source of the funds received by ABDUL ALI.

x. Between in or about March 2021 through August 2021, ABDUL ALI and YUSUF ALI used Franklyn Transportation as a shell company to hide and disguise the sources of their fraud proceeds. Franklyn Transportation was incorporated by an unindicted co-conspirator on or about November 19, 2020. The registered office was a residential apartment unit in Minneapolis, Minnesota.

y. Beginning in March 2021 and continuing through August 2021, Youth Inventors Lab transferred more than \$2.6 million to S & S Catering. These payments were purportedly for providing meals and food for Youth Inventors Lab to serve to children.

z. Between March 2021 and August 2021, S & S Catering transferred more than \$2.2 million to Franklyn Transportation. Franklyn Transportation then paid \$47,000 to ABDUL ALI’s company Bilterms Solutions, \$193,010 to a company owned by YUSUF ALI, and \$22,000 directly to YUSUF ALI.

Franklyn Transportation also paid the bills for two credit cards in the name of YUSUF ALI, totaling more than \$121,000.

All in violation of Title 18, United States Code, Section 1956(h).

Counts 15-22
(Money Laundering)

67. Paragraphs 1 through 66 are incorporated herein.

68. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Date (on or about)	Transaction
15	QAMAR HASSAN FILSAN HASSAN	April 30, 2021	Payment of \$114,000 towards the purchase of a townhouse located in Brooklyn Park, Minnesota
16	QAMAR HASSAN	June 10, 2021	Payment of \$20,000 towards the purchase of a 2020 Range Rover
17	QAMAR HASSAN	June 17, 2021	Payment of \$60,000 towards the purchase of a 2021 Jeep Wrangler
18	QAMAR HASSAN SAHRA NUR ABDIWAHAB MOHAMUD	June 25, 2021	Payment of \$70,000 towards the purchase of the commercial building located at 311 East Lake Street, Minneapolis, Minnesota

19	ABDIWAHAB MOHAMUD	August 18, 2021	Payment of \$170,801 for the purchase of a residence located in Brooklyn Park, Minnesota
20	ABDULLAHE JESOW	August 19, 2021	Payment of \$100,000 to Executive Title for the purchase of a residence located in Columbia Heights, Minnesota
21	QAMAR HASSAN SAHRA NUR ABDIWAHAB MOHAMUD	August 26, 2021	Payment of \$2,395,966 towards the purchase of the commercial building located at 301-309 East Lake Street, Minneapolis, Minnesota
22	QAMAR HASSAN	September 17, 2021	Payment of \$345,000 to North Star Realty Limited towards the purchase of an apartment located in Nairobi, Kenya

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

69. Counts 1 through 22 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

70. If convicted of any of Counts 1-13 of this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to Counts 1-13 of the Indictment.

71. If convicted of any of Counts 14-22 of this Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of 18 U.S.C. §§ 1956 and 1957 and any property traceable to such property.

72. The property subject to forfeiture includes, but is not limited to:

a. The real property located at 8949 Trinity Gardens, Brooklyn Park, Minnesota; including S&S Catering, Inc.'s interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

b. The real property with all structures located at 301-309 (odd-numbered addresses) East Lake Street, Minneapolis, Minnesota, legally described as:

Lots 42 to 47, State Addition to Minneapolis according to the recorded plat thereof together with all hereditaments and appurtenances with property tax ID number 03-028-24-11-0093

c. The real property with all structures located at 311-319 (odd-numbered addresses) East Lake Street, Minneapolis, Minnesota, legally described as:

Lots 38, 39, 40 and 41, State Addition to Minneapolis according to the recorded plat thereof together with all hereditaments and appurtenances with property tax ID number 03-028-24-11-0092;

d. The real property located at 3018 3rd Avenue South, Minneapolis, Minnesota;

e. The real property located at 3401, 3415 and 3441 Hiawatha Avenue, Minneapolis, Minnesota;

f. The real property located at 9907 Scott Avenue N, including S&S Catering, Inc.'s interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property

g. The real property located at 5026 93rd Ave. N, Brooklyn Park, Minnesota, including S&S Catering, Inc.'s interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

h. The real property located at 6549 102nd Ave. N, Brooklyn Park, Minnesota;

i. The real property located at 3854 5th St. NE, Columbia Heights, Minnesota, including Benadir Hall Inc.'s interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

j. \$43,686.04 seized from Bank of America account No. 374000487605, held in the name of S & S Catering Inc.;

k. \$101,042.53 seized from Bank of America account No. 374004826893, held in the name of S & S Catering Inc.;

l. \$223,929.00 seized from JP Morgan Chase Bank account No. 3865866868, held in the name of S & S Catering Inc.;

m. \$268,257.06 seized from TruStone Financial account No. 876896-1000, held in the name of S & S Catering Inc.;

n. \$905.41 seized from TruStone Financial account No. 900173-0001, held in the name of Qamar Hassan;

o. \$5,332.83 seized from TruStone Financial account No. 887996-1000, held in the name of Qamar Hassan;

p. \$2,897.00 seized from TruStone Financial account No. 381198-0002, held in the name of Academy for Youth Excellence;

q. \$387,502.48 seized from TruStone Financial account No. 889454-1000, held in the name of Youth For Higher Educational Achievement;

r. \$346.37 seized from Woodlands National Bank account No. 1205810, held in the name of S & S Catering, Inc.;

s. \$108,144.12 seized from Woodlands National Bank account No. 1205914, held in the name of Academy for Youth Excellence;

t. \$221,851.06 seized from Woodlands National Bank account No. 1205953 held in the name of Golis Properties;

u. \$533,184.15 seized from Woodlands National Bank account No. 1206356 held in the name of Advance Youth Athletic Development;

v. \$1,641.00 in United States currency seized from 3415 Fordham Court NE, Saint Anthony, Minnesota on January 20, 2022; and

w. Assorted purses and handbags seized from 3415 Fordham Court NE, Saint Anthony, Minnesota on January 20, 2022.

73. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title

18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON